

11579

4/26/12 9:30 AM

VOLUNTARY AGREEMENT BETWEEN DON JAIME'S AND MPNA

Whereas Don Jaime's ("Licensee") has applied for an ABC Class CR license for the premises located at 3209 Mt. Pleasant Street, NW ("establishment") and,

Whereas the parties have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the establishment and cooperative efforts of the Licensee and MPNA.

Now, Therefore, in consideration of the agreements set forth herein MPNA agrees to withdraw its protest and Licensee agrees to comply with the terms of the agreement as set forth hereinafter.

Licensee agrees:

A. That Licensee will comply with all laws and regulations governing the operation of the establishment, including laws and regulations governing the Class CR (restaurant) license to which this agreement applies, as applied for and approved by the District of Columbia in the name of Licensee, a copy of which is attached to this agreement.

B. It is understood and agreed that said license permits no live music, dancing, or charge for admission to the establishment.

C. That Licensee, its officers and employees, will cooperate with the Advisory Neighborhood Commission I-E ("ANC"), and/or MPNA to address any alleged violation of the laws and regulations referred to in Paragraph A above and in any request that the appropriate enforcement agency investigate an alleged violation.

D. That Licensee will not serve alcoholic beverages after the following hours: 2:00 AM on Sunday through Thursday, and 2:30 AM on Saturday and Sunday. There will be a last call for alcoholic beverages fifteen (15) minutes prior to those hours, at which time the limit on service will be one drink per person. Licensee further agrees that it will keep the kitchen open no less than 1 hour before closing on days of operation. Licensee and MPNA agree to review this paragraph one year following the effective date of the license to determine whether any changes are appropriate.

E. That Licensee, in cooperation with MPNA, will support community organizations which seek to alleviate alcohol abuse problems, by participation in meetings and programs, by and other assistance as the circumstances may warrant.

F. That Licensee is the true and actual owner of the establishment for which the license is sought; that Licensee intends to carry out the business in the establishment for itself and not as the agent of any other individual, partnership, association or corporation not identified in the application; and that the establishment will be managed by Licensee's principals in person or by a manager approved by the District of Columbia Alcoholic Beverage Control Board.

G. That Licensee will support the Mount Pleasant business community in an effort to enlist wider business support for clean-up, responsible alcohol service, support of alcohol abuse assistance organizations, and law enforcement activities, including leading efforts to supplement current efforts to hire private trash services to keep Mount Pleasant Street clean on a daily basis. This role includes, but is not limited to, active participation by principals of licensee in Police Service Area ("PSA") meetings, and consultation with MPNA and the ANC when reasonably requested by such organizations.

H. That Licensee will provide the community at least three (3) days notice of any intention to place the establishment on the market. Licensee agrees further to provide the community with advance notice of its intention to accept any unsolicited offer to buy the establishment.

I. That Licensee will keep the public space in front of the establishment free of debris and trash, and at the opening of each business day Licensee will sweep, remove litter from, and occasionally wash the area in front of the establishment.

Licensee further agrees to steam wash the front of the establishment at least once every two months.

J. Licensee agrees to maintain trash, garbage and recycle material storage facilities in which all containers have lids which are kept securely closed at all times, which containers shall be sufficient to contain all trash, garbage and recycle materials generated by the establishment, and to assure that trash, garbage, and recycle materials are removed at least daily, and only during the hours between 9:00 AM and 9:00 PM.

K. Licensee further agrees to recycle glass and metals, and to remove such recycle materials to appropriate storage containers daily and only between the hours of 9:00 AM and 9:00 PM.

L. That Licensee will make best effort to prohibit loitering in front of the establishment during operating hours.

M. That Licensee will post signs in the establishment in both English and Spanish advising its patrons about respecting the community, directions for parking and alcohol awareness.

N. That Licensee agrees to work cooperatively, with MPNA, to improve the overall environment on Mount Pleasant Street to make it a more pleasant, safe area for residents, customers and businesses.

O. That Licensee will not sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested by the Metropolitan Police for any alcohol-related crime three times or more in any one year, or for whom an ambulance has responded for an alcohol-related condition, regardless of whether that person was transported.

P. That Licensee will not sell or deliver alcoholic beverages to a person or persons under the age of 21, and will prominently display the fact that such sales are prohibited and that patron is subject to being asked to produce valid proof of age.

Q. That Licensee will not sell or deliver alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied service.

R. That Licensee will not provide "go-cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming beverages."

S. That Licensee will participate in and have all alcoholic beverage serving staff participate in alcoholic beverage server training of the type offered by Training for Intervention Procedures (TIPS), and that Licensee will assure that the ABC approved manager on duty in the establishment is wearing identification as an ABC approved manager.

T. That Licensee will not: serve pitchers; provide free drinks; or offer two-for-one alcoholic beverage promotions. Licensee may offer discounted price on alcoholic drinks for no more than 2 hours in any given day.

U. Licensee will not place any alcoholic beverage signage/advertising in any window of the establishment, or otherwise obscure the windows of the establishment or hang any banner outside the establishment.

V. That Licensee will not sell, deliver or allow consumption of alcohol before or after legal hours of sale, as modified by this Voluntary Agreement.

W. Licensee will provide a verbal report to MPNA annually on the anniversary of this Voluntary Agreement as to its compliance, or non-compliance, with this Voluntary Agreement.

Don Jaime Restaurant

By: Jaime T. Parrell

Date: 7/18/00

Mt. Pleasant Neighborhood Alliance

By: Laurie Collins

Date: 7-18-00

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of :

Jaime T. Carrillo
t/a Don Jaime Restaurant

Application for a Retailer's Class
CR License – renewal

3209 Mt. Pleasant Street, Northwest
Washington, D.C.

Case no. 11579-00075P

**Marika Torok, President, on behalf of the Mount Pleasant Neighborhood Alliance,
Protestant**

Jaime T. Carrillo, Applicant

**BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Judy Moy, Member
Ellen Oppen-Weiner, Esquire, Member
Audrey E. Thompson, Member**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, came before the Board for public hearing on June 7, 2000, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Marika Torok, president, on behalf of the Mount Pleasant Neighborhood Association, filed a timely protest letter dated May 16, 2000.

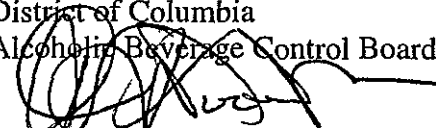
The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated July 18, 2000, the protestant has agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

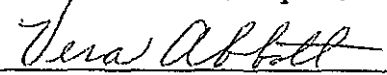
Jaime T. Carrillo
t/a Don Jaime Restaurant
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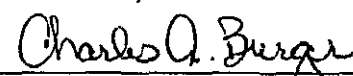
Accordingly, it is this 2nd day of August 2000, **ORDERED** that:

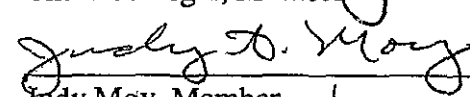
1. The opposition of Marika Torok, president, on behalf of the Mount Pleasant Neighborhood Association, be, and the same hereby, is **WITHDRAWN**;
2. The application of Jaime T. Carrillo t/a Don Jaime Restaurant for a retailer's class CR license (renewal), located at 3209 Mount Pleasant Street, Northwest, Washington, D.C., be, and the same hereby, is **GRANTED**;
3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**, and:
4. Copies of this Order shall be sent to the Protestant and the Applicant.

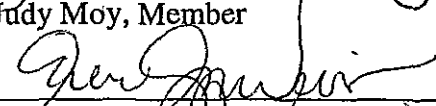
District of Columbia
Alcoholic Beverage Control Board

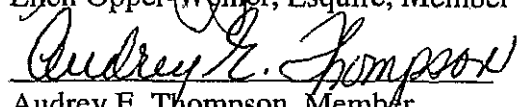

Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Charles Burger, Member


Judy Moy, Member


Ellen Opper-Weiner, Esquire, Member


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